



## Landlord Cheat Sheet for Explaining the Additional Appendices

It is extremely important that both you and your tenant understand the clauses in the contract. Before signing the lease, sit down with your tenant and go over and explain every section of the appendix. It is worth the time to sit down with your tenant now and make sure they understand what is expected of them rather than having to go to the Landlord and Tenant Board later.

Feel free to crossout/delete any sections in the appendix you feel you don't need or isn't relevant. Optional sections or sections where you have to make a choice between options are highlighted in RED (on the lease appendix itself). Choose which option you want and cross out/delete the section you are not using.

Note that this is not document does not constitute legal advice and may not be fully up to date with new legislation or different jurisdictional changes. If you have any questions or concerns, please seek the advice of a lawyer.

### Appendix B

#### **Section 1 – Delays in Handing Over the Unit**

1.01 - If, for whatever reason, you as the landlord can't give possession of the unit to your tenant on the agreed date, then you have to deduct the appropriate rent for the missing days from the rent due. However, the contract is still valid and you will not owe the tenant any additional money.

#### **Section 2 – Failure to Pay First and Last Month's Rent and/or Utilities**

2.01 – The tenant does not have a right to live in the unit until they have paid first month's rent in full as well as last month's rent as a deposit.

2.02 – If the utilities will be in the tenant's name, you can withhold the keys to the unit until the tenant has put their name on the utilities.

#### **Section 3 – Paying Rent**

This section is about how the tenant will pay rent.

You can request and the tenant can agree to pay by a specific means but legally the tenant is allowed to pay by whatever means they wish (with legal money). These are your options:

3.01 – You can include extra charges that are legal, such as an additional fee if the tenant wants to install an air conditioner as this will increase utilities.

3.02 - specifies that your tenant will pay with post-dated cheques.

3.03 - specifies they will be paying electronically.

3.04 - specifies they will pay with monthly cheque delivery.

3.05 - specifies they will pay with any legal means.

-- Choose one of these options. If you don't care or if the tenant wants, Clause 3.05 is the most flexible.-

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3.06 – If someone other than the tenant pays their rent, that's ok, but that other person is not then considered a tenant. Only the person who signed the agreement.

3.07 – If the tenant owes money to the landlord for fees, unpaid utilities or other things, the landlord can use the 'rent' money to cover those costs and the tenant still owes the full amount of rent.



3.08 – This section allows you to give discounts to tenants, if you wish. For example, many companies give a discount if the tenant pays rent on time or pays on time for a certain number of months in a row. These incentives are optional and you can choose to include them or cross this section out.

3.09 – This clause says that when living in a shared building the tenant can expect the hear noise and from time to time work will need to be done on the building. The landlord doesn't have to compensate the tenant if neighbours are noisy or if work is being done on the building.

3.10 – If the tenant moves out before the lease is over, then they will pay any costs associated with advertising the unit or preparing it to be rented to someone else.

#### **Section 4 – Allowed Uses of the Unit**

4.01 – The tenant has use of the common areas of the building.

4.02 – The tenant can only use the unit for residential purposes. They can't run a business out of the unit (other than a small home office) and cannot rent it out on Aribnb or other websites.

#### **Section 5 – Naming Who Will Live There**

5.01 – List the names of those people who will be living in the unit. This is for safety and security purposes.

#### **Section 6 - Utilities**

There are 3 choices here regarding how utilities will be set up.

1) Tenant pays and is directly responsible. (use clauses 6.01, 6.02 and 6.03)

2) Tenant pays but landlord's name is on the bill. (use clause 6.04)

3) Landlord pays. (use clauses 6.05 and 6.06)

-- Choose only 1 option. –

6.07 – Put a Yes or No next to each appliances and service that is included in the lease.

#### **Section 7 – Rules of the Property**

7.01 -The tenant must follow the rules set out in Appendix C.

7.02 - If they do not follow the rules, they may be evicted.

#### **Section 8 – Landlord Responsibilities**

8.01 – It's the landlord's responsibility to keep the unit in good shape and to comply with health, housing and safety laws. It's the tenant's responsibility to tell the landlord if something breaks, is damaged or goes wrong as soon as possible. If the landlord doesn't know it's broken, they can't fix it.

8.02 – The landlord will let the tenant have full enjoyment of the unit and will not harass or interfere with them.

8.03 – The landlord will make a copy of the lease and give the tenants a copy within 21 days of signing. As well, the landlord must give the tenants a rent receipt for payment of rent if a tenant asks for one.

8.04 – The tenant cannot decorate or remodel the unit or install fixtures or equipment without the landlord's permission.



## **Section 9 – Tenant’s Responsibilities**

9.01 - The tenant and landlord will perform an inspection of the unit together before the tenant moves in and fill out the inspection report and sign. Each person will have a copy.

9.02 – Tenant can move in/out of the unit at an agreed time and any damage the tenant causes during move in/out they will pay to fix.

9.03 – The tenant is responsible for keeping the unit clean and for repairing any damages they cause (intentionally or not).

9.04 – Smoke and carbon monoxide detectors will always be working and the tenant may not unplug, take the batteries out or do other things which would make them stop working.

9.05 – The tenant cannot do any electric wiring or run wires or any kind without the agreement of the landlord.

9.06 – The tenant will not remodel or alter the unit without landlord approval and any decorations they did put up will be removed at the end of the lease.

9.07 – Tenants are responsible for the behaviour of their guests.

9.08 – Tenant cannot change the locks or rekey the door. The landlord may rekey or change the locks but must give the tenant a new key immediately.

9.09 – The tenant will not sublet the unit without the landlord’s permission.

9.10 – The tenant can’t run a business out of their home other than having a home office.

9.11 – Tenant will give the landlord their vehicle info (license plate #) and park only in the parking spots which the landlord assigns to them.

9.12 – The tenant can only park their car in the parking spot and may not use it for storage, unless the landlord gives permission. The tenant is not supposed to use the parking spot to do major vehicle repairs.

9.13 – The tenant can’t park abandoned cars or cars that don’t work in their spot as that would be considered using the spot as storage. No RVs, trailers, boats, etc can be parked in the spot unless the landlord agrees.

9.14 – The tenant will follow all rules relating to fire code, health and safety standards.

9.15 – The tenant will call the landlord immediately and report any repairs, damage or maintenance that is needed. The tenant will give the landlord a reasonable amount of time to do repairs.

9.16 – The tenant will not call a repair or maintenance person without the permission of the landlord to fix the unit – unless it is an emergency and they cannot get a hold of the landlord.



9.17 – The tenant can't host a sale or auction from their unit without the landlord's permission.

9.18 – Extra keys to the unit may be given to someone the landlord chooses for any emergencies or for repairs if needed.

9.19 – Tenants and their guests will not make excessive noise such that it will disturb others in the building or neighbours.

9.20 – The tenant has to keep the unit clean and undamaged with all their furniture and garbage removed when they move out.

9.21 – Before the tenant finishes moving out, they will do an inspection with the landlord using the inspection form.

9.22 – On the last day of the lease, the unit will be vacant by 8pm.

9.23 – Laundry rooms that are in the building (but not in-suite) can be used between the hours of \_\_\_\_\_ and \_\_\_\_\_. Laundry room must be kept clean and tenants are responsible for using their own cleaning and laundry supplies.

9.24 – Only the tenants may use the laundry rooms/machines (no friends or outside people using the machines).

### **Section 10 - Insurance**

There are two options in this section. Choose either 10.01 or 10.02.

10.01 - The tenant agrees to buy tenant insurance (which can be bought on RentPanda.ca). The tenant must provide proof of insurance if the landlord asks. This protects both parties. Tenant insurance is very cheap and the landlord's insurance does not cover the tenant or their belongings.

10.02 – Tenant insurance is optional. This means that most tenants will not buy insurance which is risky for both parties.

10.03 – Tenants will not do anything that creates the risk of a fire or that would lead to the home insurance costs increasing.

10.04 – The landlord will have home insurance and general liability insurance on the home.

### **Section 11 – Entering the Unit**

11.01 – The landlord can enter the unit without notice to show the unit if the tenant has given notice to move and the landlord makes their best effort to give notice and the landlord enters the unit between 8am and 8pm.



11.02 – The landlord can enter the unit with 24 hours notice to show the unit to a potential buyer, to someone who is valuing the property, for maintenance inspections, to inspect for illegal activity, if they suspect the unit has been abandoned or to photograph or video record the unit to advertise the unit.

### **Section 12 – Ending the Tenancy**

12.01 – The tenant has to give 60 days notice when moving out. After notice is given the landlord can enter the unit to show the unit and/or to photograph the unit for advertising purposes.

12.02 – The unit has to be clean and undamaged when the tenant leaves with all their stuff removed.

12.03 – If a tenant is supposed to move out on day X and they do not and there is another tenant waiting to move in, then the tenant is responsible for the costs the landlord incurs in finding the new tenant a place to live until they actually leave the unit.

12.04 – When the tenant moves out, they must give to the landlord all keys, cards or fobs to the building.

12.05 – If the tenant abandons the unit or the rent isn't paid and the majority of their furniture is gone, then it is understood that the tenant has abandoned the unit. The landlord is then allowed to enter the unit without notice and rent the unit to someone new. Any belongings left behind will be disposed of by the landlord as they wish, which may include selling them.

12.06 – If the lease is up and the tenant moves out and their stuff is left behind, the landlord can dispose of it all and has no obligation to look after the tenant's stuff.

### **Section 13 – Legal Disclaimers**

13.01 – Any changes to the agreement must be made in writing and signed by both tenant and landlord. Only the tenant and landlord may agree to changes. Nobody the landlord hires or employs has the authority to make changes without written consent.

13.02 – If any part of this agreement is determined to be invalid, the rest of the agreement still applies.

### **Section 14 – In Case the Property is Sold**

14.01 – If the landlord sells the property and a new landlord takes over, the original landlord is not liable or responsible for it anymore and has no responsibility to the tenant anymore.

### **Section 15 – In Case of Death or Abandonment**

15.01 – If a tenant dies, then the lease automatically ends after 30 days. If more than one person is living in the unit and one person dies, then the lease is automatically transferred to the remaining person.

15.02 – If the unit has been left vacant and the landlord thinks it's been abandoned and rent is owing, then the landlord can safely assume the unit has indeed been abandoned and take possession immediately.

### **Section 16 – Legal Disclaimer**



16.01 – 16.09 are general legal disclaimers stating that the contract was signed in Ontario and will be following Ontario law, if there is a terrorist attack or an event beyond control then each party is temporarily relived of their obligations during this period (such as lawn maintenance), if the tenant goes bankrupt then the landlord is a preferred creditor, etc.

### **Section 17 – Disclosure of Information**

17.01 – Tenant gives permission to do a credit check, if necessary.

17.02 – Tenant grants consent to disclose information in their rental application and information arising from the tenancy to Rent Panda or other professional agents.

17.03 – Tenant consents to the landlord disclosing information from the tenancy to other companies such as mortgagee, utility company, accountant, financial institution, etc.

17.04 – Tenant reserves the right to obtain a privacy complaint form to resolve disputes should any arise.

17.05 – Pictures or video can be taken of the unit to document damages, for advertising purposes or for legal disputes.

17.06 – If the building is a common building with multiple tenants, landlord may install video cameras in public spaces for safety and security.

### **Section 18 – Legal Disclaimer**

18.01 – The agreement will be effective once all parties sign. The tenant is then required to pay first month's rent.

### **Appendix C – Extra Rules**

This section is in plain language. Please review it with your tenant and feel free to delete/cross out any sections that don't apply or that you don't want to include.

### **Appendix D – Signatures to the Agreement**

Sign where indicated.

### **Appendix E – Unit Inspection Checklist**

Review with your tenant and have them sign and check all boxes that apply.

### **Appendix F – Condo Documents**

If you are renting out a condo, attach the condo rules here.